

1126

Borough

BOROUGH OF ALLENTOWN
MONMOUTH COUNTY, NEW JERSEY

COLLECTIVE BARGAINING AGREEMENT

LODGE NO. 114
NEW JERSEY STATE
FRATERNAL ORDER OF POLICE

INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
LIBRARY
JUL 7 1992
RUTGERS UNIVERSITY

EFFECTIVE FROM JANUARY 1, 1991 to DECEMBER 31, 1993

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AGREEMENT made as of the 1st day of January, 1991 by and between BOROUGH OF ALLENTOWN, a municipality in the County of Monmouth, State of New Jersey, hereinafter referred as "Employer," and NEW JERSEY STATE FRATERNAL ORDER OF POLICE, INC., LODGE #114, Allentown, New Jersey, hereinafter referred to as the "Association."

WITNESSETH;

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed officers (hereinafter sometimes collectively referred to as "members" or "employees") of the Department of Police of the Borough of Allentown (Employer):

NOW, THEREFORE, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.02

The bargaining unit shall consist of all full-time patrolmen and sergeants of the Department of Police of the Borough of Allentown, New Jersey, now employed or hereinafter employed, except the Chief of Police. The decision as to whether or not to retain any probationary employee rests exclusively with the borough and

the terms of this contract do not apply to that decision.

Section 1.03

This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

Section 1.04

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor and Council of the Employer or their designee or designees, and the President of the Association, or his designee or designees shall be the respective bargaining agents for the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of the collective bargaining agreement will be excused, conditions permitting, from their work assignments provided, however, that no more than one (1) employee shall be excused for any bargaining session.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 3.01

The Employer shall permit members of the Association's Grievance Committee (not to exceed one (1)), conditions permitting, to conduct the business of the Committee, which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of the said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police to its proper effectiveness.

Section 3.02

The Employer agrees to grant the necessary time off without loss of pay to the members of the Association selected as delegates to attend any State or International convention of the New Jersey Fraternal Order of Police as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.01

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, sex, creed, color or national origin.

ARTICLE

INJURY LEAVE AND SICK LEAVE

Section 5.01

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave at full pay at the rate of pay in existence at the time of his injury, for the period he is incapacitated by such injury, illness or disability; or until such time as he has been accepted for retirement by the Public Employee Retirement System. Any officer so injured shall not have his sick time charged for the period he is incapacitated. The Borough has the right to require verification of said incapacity. Any payments of temporary disability insurance by the Borough or its Workman's Compensation Insurance Carrier or from legal settlement or judgement from a third party shall be credited toward the full pay set forth above.

Section 5.02

Employees and hereafter all persons becoming members of the police department shall accrue sick leave at the rate of eight (8) days per calendar year with no limit on days to be accumulated.

off per week, and the scheduling of days worked and days off, whenever the Employer determines that such change is necessary.

Section 6.04

Employees shall be given twenty-four (24) hour notice of any changes in the posted work schedule except as necessitated by emergency conditions.

Section 6.05

The Borough Council, based on availability of funds, shall attempt to maintain funding requirements to maintain the ability of a minimum full person staff supplemented within the budget by overtime and use of special police; (Chief, Sergeant, 3 fulltime Officers).

ARTICLE VII

COMPENSATION FOR OVERTIME

Section 7.01

Whenever an employee is required to work for any period of time in excess of the regular hours of work as defined in Section 6.01, herein, this additional time shall be considered overtime. Thus if any employee is required to work for more than twelve (12) hours in any twenty-four (24) hour period, this additional time worked shall be considered overtime regardless of the total number of hours worked during that week, and if any employee is required to work for more than one hundred sixty (160) hours in any one 28-day cycle, this additional time worked shall be considered overtime regardless of the total number of days worked during that period.

Section 7.02

For purposes of computing the employee's hourly rate, the Employer shall take the employee's yearly salary, as set forth in Exhibit A for 1991 and Exhibit B for 1992 and Exhibit C for 1993 and shall divide this salary by 2080. This rate is the one which shall be used for all salary computations which require the use of an hourly rate.

Section 7.03

The provisions of this Article are applicable to all overtime regardless of the type or nature of work performed during the overtime, but shall not include special assignments for the school or other off-duty details.

Section 7.04

No employee shall be entitled to paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the Department in a form to be determined by the Chief of the Department of Police and the Chairman of the Public Safety Committee of the Borough Council.

Section 7.05

Any officer required to report for duty after completion of a regular shift and prior to the start of his next regularly scheduled shift shall receive additional compensation at the overtime rate for the number of hours worked.

Normal and routine shift rotations and changes and shift changes agreed upon between individual officers shall not entitle the officers to such additional compensation.

ARTICLE VIII

WAGES

Section 8.01

The compensation of all present members of the Borough Police Department shall be increased as of January 1, 1991 to the level stated in Exhibit A. There shall be an automatic three step increment between Class C Patrolmen and Class A. Patrolmen which incremental increase is to be achieved within three (3) years for employees with satisfactory performance, with recommendation of Chief of Police prior to each step.

Section 8.02

The compensation of all present members of the Borough Police Department shall be increased as of January 1, 1992 by 6.5% over the 1991 salary level.

Section 8.03

The compensation of all present members of the Borough Police Department shall be increased as of January 1, 1993 by 6.5% over the 1992 salary level.

ARTICLE IX

HOLIDAYS AND PERSONAL TIME

Section 9.01

The Association agrees to recognize as paid holidays, the following: New Year's Day, Martin Luther King Day, Lincoln's Birthday, George Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving Day, Christmas Day. The annual amount of holiday pay is to be paid in one (1) installment on the last pay day of November.

Section 9.02

It is recognized by both parties that by reason of Department business, employees of the Department of Police are not able to be excused from working on such holidays as are normally enjoyed by other Borough employees.

Therefore, in lieu of receiving days off on such holidays, each employee of the Department of Police will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

Section 9.03

Employees shall be entitled to two (2) twelve-hour days off with pay annually for the purpose of conducting business of a personal nature. Employees shall notify Employer or its designated representative in writing at least seventy-two (72) hours prior to the requested day of absence except in an emergency and such absence shall be subject to Employer's approval, based upon manpower needs necessary to maintain shift strength in accordance with management requirements.

ARTICLE X

FUNERAL LEAVE

Section 10.01

Employees shall be entitled to funeral leave with pay not exceeding three (3) days in the event of the death of a spouse, child, parent, brother, sister, spouse's child, mother-in-law, father-in-law, sister-in-law, brother-in-law or other relative living under the same roof.

ARTICLE XI

PENSIONS

Section 11.01

Employer shall continue to provide contributions to employee's pension in accordance with the presently existing practice.

ARTICLE XII

VACATIONS

Section 12.01

(1) Full time employees shall accrue paid vacations as follows:

(a) After six (6) months employment, if employed prior to March 1st of the calendar year: one (1) week's vacation, provided that employment is not terminated before the end of said year. If employment is terminated before the end of said year, one (1) week's salary shall be withheld from the employee at the time of termination of employment as compensation for the one (1) week's vacation taken.

(b) After one (1) year of employment: two (2) week's vacation.

(c) After ten (10) years' of employment: three (3) week's vacation.

(d) After fifteen (15) years' employment: four (4) week's vacation.

(e) The vacation earned shall be based on employment service as of December 31st of the prior year.

(2) Vacations may not be accumulated from year to year and must be taken within the calendar year in which they are due.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 13.01

Each employee covered by this agreement shall in 1991, 1992, and 1993 in addition to his regular wages and benefits, be paid longevity increment based

upon years of service with the Department of Police in accordance with the following schedule:

- | | |
|-------------------------------|----------|
| (a) After 5 years of service | \$200.00 |
| (b) After 10 years of service | \$250.00 |
| (c) After 15 years of service | \$350.00 |
| (d) After 20 years of service | \$450.00 |

Section 13.02

Each employee shall qualify for the longevity increment on the date of the anniversary of his full time employment and such increment shall be due and payable in the month in which his anniversary date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determinint years of service.

Section 13.03

Each employee covered by this agreement shall receive an annual clothing maintenance allowance in the amount of \$450.00 per year upon submission of a signed voucher.

Section 13.04

The clothing allowance shall be used only for the repair, maintenance and cleaning of regulation uniform items, which employees are required to wear while on duty.

If an employee's uniform or civilian clothes are torn or damaged beyond repair while the employee is in the course of performing his duties, it will be replaced at Borough expense.

Section 13.05

The prescribed uniform shall be furnished at the expense of the Employer.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

The present practice regarding hospital and medical insurance shall remain in effect for the life of this agreement or until such time as other mutual arrangements are made.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.01

In the event that any dispute, difference or grievance shall arise between the Employer and any employee or between the Employer and the Association regarding the interpretation and application of this agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharge of employees), the parties involved in such dispute, difference or grievance shall first make bona fide attempt at a settlement thereof by the following procedure:

(a) Complaints may be initiated by an individual employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

(b) When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1. The president of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police or his designated representative. The Chief of Police shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) days in writing to the Commissioner of Police. This presentation shall set forth the position of the Association, and at the request of either party, or the Commissioner, discussions

may ensue. The Commissioner of Police shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer. The written grievance shall contain:

- (1) The general description of the relevant facts from which the grievance arose.
- (2) The specific Article and section of the contract or rule, regulation or statute which has allegedly been violated.
- (3) The date or dates of the alleged violation.
- (4) The relief requested.
- (5) A signature of an authorized Association representative.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing to the Mayor. The final decision of the Mayor shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Mayor. Discussion may ensue in the interim period at the request of either party or the Mayor.

Step 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Mayor has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XVI - Arbitration hereinafter set forth.

Section 15.02

Nothing herein is intended to deny an employee the rights of appeal as expressly granted in the Revised Title 40 Laws of the State of New Jersey.

Section 15.03

Nothing herein shall prevent an employee from processing his own grievance, providing the Grievance Committee may be present.

ARTICLE XVI

ARBITRATION

Section 16.01

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedure is herein provided, may be referred to an arbitrator as hereinafter provided.

Section 16.02

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the Public Employment Relations Commission or the American Arbitration Association to appoint an arbitrator to hear the arbitration pursuant to its rules.

Section 16.03

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 16.04

The decision of the arbitrator shall be final and binding on the Association and the Employer.

Section 16.05

In the event that the Association and the Employer cannot mutually arrive at a satisfactory arbitrator within twenty (20) days after receipt of the list from the Public Employment Relations Commission or the American Arbitration Association, the Public Employment Relations Commission or the American Arbitration Association shall select an arbitrator.

The costs of the arbitrator's services, if any, shall be shared by both parties

equally and each of the parties shall bear its own cost.

ARTICLE XVII

STRIKES AND OTHER JOB ACTION

Section 17.01

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time.

ARTICLE XVIII

MANAGEMENT OF BOROUGH'S AFFAIRS

Section 18.01

The employees recognize that areas of responsibility must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject to the limitations of this agreement, is vested and retained by the Borough, exclusively.

The management and the conduct of the business of the Borough and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, and in general to maintain discipline, order and efficiency consistent with the rules and regulations of Title 40 Statutes. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this agreement and as permitted by law, provided further that such rules and regulations are subject to the grievance and arbitration provisions of this agreement.

ARTICLE XIX
ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL
AND RULES AND REGULATIONS

Section 19.01

Notwithstanding anything contained herein to the contrary, the employees hereby recognize and agree that the administrative code, administrative manual of the Employer and the rules and regulations of the Department of Police of the Department of Public Safety of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this agreement shall prevail.

ARTICLE XX
APPLICABLE LAWS

Section 20.01

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXI

PROFESSIONAL LIABILITY INSURANCE

Section 21.01

The Borough agrees to obtain "Professional Liability Insurance" to cover employees covered by this agreement. Coverage will be provided in the amount of \$250,000.00 per occurrence, but in no event more than \$500,000.00 annual aggregate coverage.

The policy will pay on behalf of the police all sums, within the aforesaid limits, which said policeman shall become obligated to pay as damages because of (a) personal injury, and (b) bodily injury, and the insurance carrier shall have the duty to defend any suit against a policeman seeking damages on account of such injury even if any of the allegations of the suit are groundless, false or fraudulent. Coverage will not apply to any injury sustained by any paid full or part time law enforcement officer; nor to willful violation of a penal statute or ordinance, or acts of fraud or dishonesty; nor to liability assumed by contract; nor to damage to property.

The definition of "personal injury" is false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and assault and battery (if committed while making or attempting to make an arrest or while resisting an overt attempt to escape before such person has been before a magistrate).

ARTICLE XXII

DURATION OF AGREEMENT AND RENEGOTIATION

Section 22.01

This agreement shall be effective from the 1st of January, 1991 and shall continue in full force and effect until December 31, 1993 and shall be deemed a

continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right to renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least ninety (90) days prior to the end of the term hereof or any renewal term. The parties agree that they will enter into negotiations on such requested modifications within (15) fifteen days after receipt by either party of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived by agreement.

IN WITNESS WHEREOF, the Borough of Allentown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be affixed the day and year first above written.

ATTEST:

A. Marie Mika
Borough Clerk

BOROUGH OF ALLENTOWN

By: Len J. Walayak
Mayor

NEW JERSEY STATE FRATERNAL ORDER OF
POLICE, INC., LODGE #114
for ALLENTOWN BOROUGH

William Kusluta

By: John J. More
PRESIDENT

EXHIBIT A

SALARIES AS OF JANUARY 1, 1991

Patrolman Class A	-	\$27,478.34
Patrolman Class B	-	\$24,407.28
Patrolman Class C	-	\$21,675.98
Sergeant	-	\$30,501.45

EXHIBIT B

SALARIES AS OF JANUARY 1, 1992

Patrolman Class A	-	\$29,269.81
Patrolman Class B	-	\$25,993.75
Patrolman Class C	-	\$23,084.92
Sergeant	-	\$32,489.42

EXHIBIT C

SALARIES AS OF JANUARY 1, 1993

Patrolman Class A	-	\$31,177.74
Patrolman Class B	-	\$27,683.35
Patrolman Class C	-	\$24,585.41
Sergeant	-	\$34,606.62

PROPOSED SALARY INCREASE
1991-1993
CONTRACT

(Revised 11/5/90)

<u>CURRENT (1990)</u>	<u># of Officers</u>	<u>PROPOSED 1991</u>
SERGEANT: \$28051.14	(1)	\$30584.21 (1) (\$2533.07)
CLASS A : \$25225.89	(2)	\$27561.10 (2) (\$2335.21)x 2= (\$4670.4
CLASS B : \$24407.28	(0)	\$24407.28 (1) (-0-)
CLASS C : \$21675.98	(1)	\$21675.98 (0) (-0-)

1990=\$102910.20 x 7% =\$7203.49 Proposed increase 1991 Total \$7203.49 = 7

<u>PROPOSED 1992 (6.5%)</u>		<u>PROPOSED 1993 (6.5%)</u>
\$32572.18 (1)	SGT.	\$34689.38 (1) (\$2117.20)
\$29352.57 (3)	A	\$31260.50 (3) (\$1907.93)x 3=\$5723.79
\$25993.75 (0)	B	\$27683.35 (0)
\$23084.92 (0)	C	\$24585.41 (0)

Total dollar increase \$7157.39

Total dollar difference \$7840.94

OTHER

- A. The Borough Council and Mayor do agree based on budgeting and funding requirements to maintain the ability of a minimum 5 full person staff supplemented within the budget by overtime and use of special police. (Sergeant, Chief and 3 Officers.)
- B. Alter personal time as long as 12 hour days are in effect to continue to maintain two days personal to 24 hours.
- C. Work schedule to remain on 12 hour shift unless amended by either the majority of men in conjunction with the Chief of Police or by the Chief of Police in the best interest of the Police Department.
- D. Based on new Cap Law and its modifications either party may call for renegotiation of the proposed contract salaries.